

Humboldt Co.

AFSCME #1796 (Roads)

7/1/2006 6/30/2008

AGREEMENT  
BETWEEN  
HUMBOLDT COUNTY, IOWA  
AND  
AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES, LOCAL 1796  
HUMBOLDT COUNTY SECONDARY ROADS



CONTRACT FOR  
July 1, 2006 to June 30, 2008

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## **PREAMBLE**

THIS AGREEMENT is made and entered into this 16th day of March, 2006, by and between HUMBOLDT COUNTY, IOWA, hereinafter referred to as either the "County" or the "Employer", and THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, LOCAL 1796, hereinafter referred to as the "Union".

## **ARTICLE I** **AGREEMENT**

### **Section 1**    **Intent and Purpose**

The parties recognize and declare the necessity of providing the most efficient and highest quality services for the citizens and taxpayers of Humboldt County, Iowa.

The parties further recognize and declare their mutual desire to promote harmonious and cooperative relationships between the County and the employees covered by this Agreement, and to assure effective and efficient operations of Humboldt County.

It is the intent and purpose of the parties hereto to set forth an Agreement containing the negotiated understandings of the parties respecting wages, hours of work, and all other mandatory items of bargaining and certain terms and conditions of employment to be observed by the parties hereto, and other conditions of employment that are mandated by Section 20.9 of the Code of Iowa, the same being also a section of what is commonly known as the "Iowa Public Employment Relations Act".

### **Section 2**    **Definitions**

- A.    A REGULAR EMPLOYEE is a full-time permanent employee who has completed the probationary period.
- B.    A PERMANENT EMPLOYEE is one whose employment is intended to be permanent rather than for a limited, temporary period or purpose.
- C.    PART-TIME EMPLOYEES, and temporary employees hired to cover situations such as seasonal demands or replacements for absenteeism or vacations, shall not become regular employees under this Agreement.
- D.    A PROBATIONARY EMPLOYEE is one who has not completed the first six (6) months of continuous service with the County as a full-time permanent employee. During the probationary period such employee may be terminated at the discretion of the County and the County may otherwise discipline, lay-off, or suspend such probationary employee for any reason.
- F.    The grievance and arbitration procedures provided herein shall not be applicable to any employee until he/she becomes a regular employee.

## **ARTICLE II**

### **Recognition and Union Security**

#### **Section 1    Bargaining Unit**

The County recognizes the Union as the sole and exclusive collective bargaining agent as certified by the "Public Employment Relations Board" for those employees in the following described unit as defined by the Iowa Public Employment Relations Act:

All employees of the Humboldt County Road Department, including all drivers, equipment operators, maintenance, motor patrol operators, and area foreman AND EXCLUDING the County Engineer, Secretary, Engineering and Survey Staff and all other Departmental County Employees, Supervisory, and Confidential Employees as defined by the Iowa Public Employment Relations Act.

The Employer will not during the life of this Agreement meet and negotiate with any group of employees or with any other employee organization with respect to terms and conditions of employment covered by this Agreement.

#### **Section 2    Dues Deduction**

Upon receipt of a voluntary written individual order therefore from any of its employees covered by this Agreement on forms provided by the Union, the Employer will deduct from the pay due such employee those dues required as the employee's membership dues in the Union. Deductions shall be in such amount as shall be certified to the Employer in writing by the authorized representative of the Union.

Such order shall be effective only as to membership dues becoming due after the date of delivery of such authorization to the payroll office of the employing unit. Deductions shall be made only when the employee has sufficient earnings to cover same after deductions for social security, federal taxes, state taxes, retirement, health insurance, life insurance, and such other deductions as may take priority under applicable laws.

Except for gross negligence on the part of the County, the Union shall indemnify and save the County harmless against any and all claims, demands, suits or other forms of liability which may arise out of any action taken or not taken by the County for the operation of this Article.

Such orders shall be terminable with written notice to the Employer and the Union or within a two-week period following the anniversary date of the Employee's authorization to withhold dues. The Employer agrees not to hold requests to terminate authorization for payroll dues deduction. Such deductions shall cease within sixty (60) calendar days from receipt of the Employee's notice to terminate dues deduction.

The County shall submit to the Union, with each remittance of deductions a list of all

employees having such deductions, to the certified treasurer of the local union not later than the thirteenth (13) day of the succeeding month. Dues deduction shall be made from the employee's last regular check the employee receives in any month.

Only one change of the dues structure per fiscal year shall be allowed, with thirty (30) days prior written notification to the County.

### **Section 3    Bulletin Boards**

The Union shall be allowed to utilize one-half (½) of the space on existing bulletin boards customarily used for the posting of information to the employees in the Unit. No political campaign literature or material detrimental to the Employer or the Union shall be posted.

The Employer agrees that during working hours, without loss of pay, and on the Employer's premises, Union representatives shall be granted a reasonable amount of time for the purpose of posting Union notices on designated bulletin boards.

### **Section 4    Union Leave**

Duly elected Union delegates or alternates to the annual conventions of AFSCME Iowa Public Employees Council 61, AFL-CIO and the Iowa Federation of Labor, AFL-CIO shall be granted time off, without pay, to attend the convention. Not more than four (4) working days shall be granted collectively to all Union employees for Union leave for the annual convention. Not more than two (2) employees in total shall be granted Union leave at any one time.

Duly elected Union delegates or alternates to the biennial conventions of AFSCME International, AFL-CIO shall be granted time off, without pay, to attend the biennial convention. Not more than four (4) working days shall be granted collectively to all Union employees for Union leave for the biennial convention. Not more than two (2) employees in total shall be granted Union leave at any one time.

Union representatives selected to attend Union conferences shall be granted time off, without pay, to attend the conference. Not more than four (4) working days shall be granted collectively to all Union employees for Union leave for conferences. Not more than two (2) employees in total shall be granted Union leave at any one time.

Time off taken pursuant to this Section may be charged to vacation credits, earned compensatory time, or leave of absence without pay as the individual employee may designate.

The Union shall give the Employer at least ten (10) work days advance notice of the employees who will be attending such functions whenever possible.

### **Section 5    Union Activity**

Bargaining unit employees, including Union officers and representatives, shall not conduct

any Union activity or Union business on County time except as specifically authorized by the provisions of this Agreement.

### **Section 6    Discrimination**

The parties agree that their respective policies consistent with the Code of Iowa will not violate the rights of any employees covered by this Agreement because of age, race, sex, creed, color, national origin, ancestry, disability, partisan political affiliation, union or non-union affiliation.

### **Section 7    Union Activity Protection**

Chapter 20 of the Code of Iowa provides that the employer is prohibited from interfering with concerted union activity, as set forth in Sections 20.10 (2) a-h of the Code of Iowa.

Bargaining unit employees who allege a violation of these rights may elect to file charges pursuant to Section 20.10 (2) of the Code of Iowa.

### **Section 8    Union Visitation**

The Employer agrees to maintain its existing policies and practices with respect to both admitting Union representatives to County facilities and utilization of County facilities during non-working hours.

## **ARTICLE III** **MANAGEMENT RIGHTS**

Consistent with this Agreement, management shall have, in addition to all powers, duties and rights established by constitutional provisions, statute, ordinance, charter or special act, the exclusive power, duty, and the right to:

1.     Direct the work of its employees.
2.     Hire, promote, demote, transfer, assign, and retain employees in positions within its agencies.
3.     Suspend, discipline or discharge employees for proper cause.
4.     Maintain the efficiency of governmental operations.
5.     Relieve employees from duties because of lack of work or for other legitimate reasons.
6.     Determine and implement methods, means, assignments and personnel by which the Employer's operations are to be conducted.

7. Take such actions as may be necessary to carry out the mission of its agencies.
8. Initiate, prepare, certify and administer its budget.
9. Exercise all powers and duties granted to the Employer by law.

## **Article IV**

### **Adjustment of Grievances**

#### **Section 1    Definition**

It is the declared policy of the County that in the event a grievance should arise as provided in this Article, that the County will work to timely and expeditiously resolve said grievances in utilization of the procedures described herein. A grievance is defined as a dispute an employee may have with the County concerning the interpretation, application or violation of the express terms of this Agreement by the County.

A grievance shall contain a statement of the grievance by indicating the issue involved, the relief sought, the date the incident or violation took place, if known, and the specific section or sections of the Agreement involved. The grievance shall be presented to the designated supervisor (on forms mutually agreed upon and furnished by the Union) and signed and dated by the Union. The grievance form will state the name of the employee(s) authorizing the filing of the grievance. An aggrieved Employee shall have the right to a Union Representative appointed by the Union.

Any bargaining unit employee shall have the right to meet and adjust his/her individual complaint with the Employer.

The arbitration provisions of this Agreement may only be invoked with the approval of the employee organization and in the case of an employee's grievance only with the approval of the public employee.

All grievances must be presented promptly and no later than fourteen (14) calendar days from the date the grievant first became aware of, or should have become aware of with the exercise of reasonable diligence, the cause of such grievance; however, under no circumstances shall a grievance be considered timely after six (6) months from the date of occurrence.

#### **Section 2    Grievance Procedure (Steps)**

Should an employee have a grievance, it shall be adjusted in the following manner:

##### **STEP 1**

An employee or Union Representative who claims a grievance shall present such written grievance, to the County Engineer within fourteen (14) calendar days after the receipt of



knowledge of the alleged violation upon which the grievance is based. Within seven (7) calendar days of receipt of the written grievance from the employee or their Union representative, the County Engineer shall schedule a meeting with the appropriate Union representative (with or without the aggrieved employee) and attempt to resolve the grievance. A written answer will be placed on the grievance following the meeting by the County Engineer and returned to the employee and their union representative within seven (7) calendar days from receipt of the written grievance submitted to the County Engineer.

## STEP 2

If dissatisfied with the Employer's answer in Step 1, to be considered further, the grievance must be appealed by regular U.S. mail, local mail, or hand-delivered to the County Board of Supervisors within fourteen (14) calendar days from receipt of the County's answer in Step 1. The Board of Supervisors will meet with the appropriate Union representative (with or without the aggrieved employee) to discuss and attempt to resolve the grievance. Following this meeting the written decision of the County Board of Supervisors' will be placed on the grievance and returned to the grievant and his/her Union representative within thirty (30) calendar days from receipt of the appeal to Step 2.

## STEP 3

If the grievance is not settled in Step 2 it may be appealed to arbitration by the Union giving written notice of a request for arbitration, submitted to the County Board of Supervisors within thirty (30) calendar days from the date of postmark of the County's Step 2 answer. Step 2 answers shall be sent by regular U.S. mail, local mail, or hand-delivered. If an unresolved grievance is not appealed to arbitration it shall be considered terminated on the basis of the Step 2 answers of the parties without prejudice or precedent in the resolution of future grievances. The issue as stated in Step 2 shall constitute the sole and entire subject matter to be heard by the arbitrator, unless the parties mutually agree to modify the scope of the hearing. When a timely request has been made for arbitration, a representative of the County and a representative of the Union shall select a mutually agreeable arbitrator to hear and determine the grievance. If the representatives of the parties are unable to agree upon the selection of an arbitrator within ten (10) calendar days of the County's receipt of the arbitration notice, the parties or party, acting jointly or separately, shall request the Iowa Public Employment Relations Board to submit a list of five (5) arbitrators. If the list submitted by the Public Employment Relations Board is unacceptable to either party, the parties shall request a second list of arbitrators from the Public Employment Relations Board. Upon receipt of the list, the parties' designated representatives shall determine by lot the order of elimination and thereafter each shall, in that order, alternately strike a name from the list, and the fifth and remaining person shall act as arbitrator.

Where two (2) or more grievances are appealed to arbitration, an effort will be made by the parties to agree upon the grievances to be heard by any one arbitrator. On the grievances where agreement is not reached, a separate arbitrator shall be appointed for each grievance.

The County and the Union will share equally any joint cost of the arbitrator and of the arbitration procedure, including hearing room and fees and expenses of the arbitrator. However the expense of a court recorder and the costs of any transcripts will be borne by the requesting party without having to furnish a copy to the other party unless the parties mutually agree to share the entire cost. Any other expense shall be paid by the party incurring them. Except as provided in this Agreement, each of the parties shall bear the cost of their own witnesses, including any lost wages that may be incurred.

All grievances at Steps One, Two and Three may be presented, discussed and processed during employee's working time, unless otherwise agreed to by both parties.

The arbitrators shall only have authority to determine the compliance with the provisions of this Agreement. The arbitrator shall not have jurisdiction or authority to add to, amend, modify, nullify, or ignore in any way the provisions of this Agreement and shall not make any award which in effect would grant the Union or the Employer any matters which were not obtained in the negotiation process.

The decision of the arbitrator shall be final and binding on both parties of this Agreement provided such decision does not exceed the arbitrator's jurisdiction or authority as set forth above.

### **Section 3 Time Limits**

Grievances not appealed within the designated time limits in any step of the grievance procedure will be considered as having been adjudicated on the basis of the last preceding Employer answer. Authority to schedule a hearing rests with the arbitrator should the parties disagree. The parties may, however, mutually agree in writing to extend the time limits in any step of the grievance procedure.

In the event the U.S. mail is used, the mailing of the grievance or response thereto shall be considered timely if postmarked within the time limits.

### **Section 4 Retroactivity**

Settlement of grievance may or may not be retroactive as the equities of particular cases may demand. In any case, where it is determined that the award should be applied retroactively, the maximum period of retroactivity allowed shall be a date not earlier than one (1) year prior to the date of initiation of the written grievance in Step 1.

### **Section 5 Exclusive Procedure**

The grievance procedure set out above shall be exclusive and shall replace any other grievance procedure for adjustment of any disputes arising from the application and interpretation of this Agreement.

## **Section 6    Number of Stewards**

For informational purposes only, the Union shall provide the County Board of Supervisors with a written list setting forth the names of grievance representatives.

The County shall supply the local Union with a list of Supervisors to contact on grievance matters.

## **Section 7    Representation**

An employee may consult with his/her local Union representative during working hours relative to a grievance matter by first contacting the County Engineer. The County Engineer shall arrange for a meeting to take place as soon as possible for the employee with their Union representative.

## **Section 8    Processing Grievances**

Union representatives who are members of bargaining units and grievants will be permitted a reasonable amount of time to process grievances during their regularly scheduled hours of employment. Processing grievances shall be defined as investigating, filing, and attending any step meetings and or hearing regarding grievances. However, only one (1) local Union grievance representative will be in pay status for any one grievance. Whenever possible the Union representatives will provide twenty-four (24) hours notice to their direct supervisor.

Further, in a group grievance, only one (1) of the grievants shall be in pay status as spokesperson for the group. (Group grievances are defined as, and limited to, those grievances which cover more than one employee, and which involve like circumstances and facts for the grievants involved.)

The Employer is not responsible for any compensation of employees or Union representatives for time spent processing grievances outside their regularly scheduled hours of employment. The Employer is not responsible for any travel or subsistence expenses incurred by grievants or Union representatives in the processing of grievances.

Notwithstanding the foregoing provisions of this Section, the Employer agrees to conduct all grievance meetings during the grievants regular hours of work.

## **Section 9 Discipline and Discharge**

Disciplinary action may be imposed upon an employee for failing to fulfill their responsibilities as an employee.

Disciplinary action or measures shall include all the following:

- oral reprimand
- written reprimand
- suspension (notice to be given in writing)
- discharge (notice to be given in writing)

If the Employer has reason to reprimand an employee it shall be done in a manner that will not embarrass the employee before other employees or the public.

The Employer shall not discharge any employee without just cause. If, in any case, the Employer feels there is a just cause for discharge, the employee involved will be suspended for five (5) working days.

The employee and his/her steward shall be notified, in writing, that the employee has been suspended and is subject to discharge.

The Union shall have the right to take up the suspension and/or discharge at the second step (Step II) of the grievance procedure. The matter shall be handled in accordance with this procedure through the arbitration step if deemed necessary by either party.

An employee found to have been unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other benefits, rights and conditions of employment.

## **Section 10 Exclusion of Probationary Employees**

Notwithstanding Section 9 above, nor any other provision(s) of this Agreement, the release of probationary employees shall not be subject to the grievance procedure.

## **Section 11 Exclusion of Grievant**

The aggrieved employee is entitled to be present at all steps of the grievance procedure. Should the employee be excused by either party the grievance shall be processed in the absence of the aggrieved employee and the Union will be allowed a maximum of two (2) representatives in pay status.

## **Section 12 Exchange of Information for Processing Grievances**

The Union and the Employer agree that it is incumbent upon the parties to share all information available regarding grievances involving the Union, Employees, and the Employer.

Employees who are being interviewed in an investigation will, upon their request, be provided with a Union steward during their interview.

Upon request from the AFSCME Council 61 Staff Representative, the Employer will provide the Staff Representative with written statements of witnesses, if they exist, with the witnesses names removed from the statement.

Upon request from the Employer's representative the Union will provide the Employer's representative with statements of witnesses, if they exist, with the witnesses' names removed from the statements.

At the 3rd step the parties will provide each other with the names of the persons who gave statements supplied pursuant to C or D above.

If the grievance is scheduled for arbitration and if the representative of either party desires to interview a witness prior to the arbitration hearing, and the witness has been interviewed by the Employer or the Union in the course of a grievance investigation, the interview shall be conducted in the presence of a representative from the Iowa Public Employment Relations Board (PERB). Witnesses are not required to grant the interview, however, such interview shall be limited to the witness, a representative or attorney for the employer, an AFSCME Council 61 Staff Representative or attorney, and the representative from the Iowa Public Employment Relations Board (PERB).

## **ARTICLE V**

### **SENIORITY**

#### **Section 1    Definition**

All regular road employees shall come within the seniority provisions of this Article. Seniority is defined as a regular road employee's length of continuous service with the County as a road employee from their date of hire. Any length of service in a temporary position shall be included in the computation of seniority if the employment was in the same classification as and contiguous to the appointment to a permanent position.

In the event two (2) employees have the same original date of employment, seniority of one as against the other shall be determined by the last four (4) digits of the social security number with the employee having the lower last four (4) digits of the social security number being considered as having the greater seniority.

An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, fails to respond to a notice of recall within five (5) days; which has been delivered by certified mail to last known address and signed for by the recalled employee, or retirement. However, if an employee leaves work for any reason other than those listed above, the employee shall retain their original seniority date for a period equal to their length of employment up to a maximum of two (2) years. Any period of absence of more than two (2) years shall represent a break in continuous service.

Management will be required to apply seniority as defined above only as specifically provided in this contract and subject to any limitations set forth in any particular article or section of this contract.

## **Section 2 Seniority Lists**

The seniority records for road employees shall be maintained by the County and shall be posted on the bulletin boards. The seniority list shall be updated semiannually and contain each employee's name, classification and seniority date. A copy of the seniority list shall be furnished to the local Union at the time of posting. Any protest as to the correctness of the list must be made in writing, by using the grievance procedure. Employees shall have ninety (90) days in which to appeal their seniority date after which time the seniority date shall be presumed correct.

## **ARTICLE VI LAYOFF PROCEDURES**

### **SECTION 1 Application of Layoff**

In the event the County determines that road employees must be laid off, the County shall lay off in accordance with the procedures set forth in this Article.

### **Section 2 General Layoff Procedures**

When a layoff or hours reduction occurs, the following general rules shall apply:

Layoff shall be by classification and on a county wide basis.

The County may not lay off permanent employees until they have eliminated all non-permanent positions in the classification in the following order: emergency, temporary, trainee, and probationary.

Each employee affected by a layoff shall be notified in writing of a layoff at least twenty

(20) working days prior to the effective date of the layoff.

Employees in the layoff unit shall be laid off in accordance with seniority. Layoff shall be by seniority with the least senior employee being laid off first.

A permanent employee in a classification in which layoffs are to be effected may, in lieu of layoff, elect bumping to the next lower classification. To exercise the right of bumping, in lieu of layoff, the employee must notify the Employer, in writing, of such election which must be received or postmarked not later than five (5) calendar days after receiving notice of layoff.

The Employer shall notify the employee in writing of the exact location of the position being bumped into. After receipt of this notification the employee shall again have five (5) calendar days in which to notify the Employer in writing to either accept the position or be laid off.

Any employee who elects to bump, in lieu of layoff, shall have the right of reinstatement to the classification they formerly occupied, before any other person may be promoted to, or a new employee hired for such classification by the Employer enforcing the layoff. Upon bumping, the employee shall retain their current rate of pay except that if such rate of pay is higher than the highest rate currently paid for the classification to which the employee bumps, their pay shall be reduced to that rate of pay.

### **Section 3 Recall Rights**

Any employee laid off shall be offered a position in the classification from which they were laid off, before a new employee may be hired for such position by the Employer enforcing the layoff. Laid off employees shall be recalled in inverse order of the layoff, if such opening becomes available within two (2) years of the date of such layoff.

The Employer shall maintain a list of employees who were laid off or who exercised their bumping rights;

Employees who exercised bumping rights shall be placed on the list for the classification from which they were laid off.

Employees who are laid off shall be placed on the list for the class they held prior to lay off.

Laid off employees shall advise the County of their current addresses during layoff. Failure to accept a position when offered by certified mail within five (5) calendar days after notice of recall shall negate any further recall rights.

If a laid-off employee accepts a temporary position, they shall remain on the eligibility list.

The determination of the layoff order is subject to the grievance procedure commencing at Step 2. The implementation of such layoff shall not be delayed pending the resolution of such grievances.

## **ARTICLE VII** **TRANSFERS**

### **Section 1**   **Transfers Within Shops**

The Employer shall post all openings for a period of five (5) work days from the date of the announcement to allow for interested employees to file a written request to be included in the group of applicants to be considered for that vacancy. At the close of the five (5) work day posting period, the Employer will review those requests from any employee in the same shop as the vacancy. The Employer shall offer the position to the most senior bargaining unit employee who has filed a transfer request. In the event an employee is the most senior bidder for more than one position simultaneously, he/she shall immediately accept one of the positions.

### **Section 2**   **Transfers Between Shops**

When an opening occurs in a Maintenance area, not filled in Section 1, that opening shall be posted in all main area shops for five (5) working days. Any employee wishing to fill this vacancy shall notify the County Engineer in writing during this five (5) working day period. At the close of the five (5) work day posting period, the Employer will review those requests from any employee. If more than one employee desires to transfer to this opening, the County shall offer the position to the employee who has the most seniority. In the event an employee is the most senior bidder for more than one position simultaneously, they shall immediately accept one of the positions. When an employee applies for a posted position and they have not removed their name by the close of the posting, they must accept the job, if offered.

An Employee who voluntarily transfers shall not receive any compensation for said transfer. Also, Administrative transfers within the same Maintenance Area shall not receive any compensation for said transfer. Administrative transfers from one Maintenance Area to a different Maintenance Area shall receive either transportation between maintenance areas or be reimbursed for any increased mileage as a result of the transfer at the going rate paid by the County.

### **Section 3**   **Promotions**

A road employee promoted or transferred from the bargaining unit shall retain but shall not continue to accrue seniority.



## **ARTICLE VIII**

### **Hours of Work**

#### **Section 1 Work Schedules**

This Article is intended to set forth the normal work week, but shall not be construed as a guarantee of hours of work per day or per week, or days of work per week.

The employer shall provide fourteen (14) calendar days written notice to the Union and the affected employees prior to making any changes in permanent work schedules. Work schedules shall not be changed for the purpose of avoiding overtime.

Any permanent scheduled change made by the Employer that is grieved will not be implemented until the 2nd step of the grievance procedure is exhausted. Such grievances shall begin with the 2nd step of the grievance procedure.

#### **Section 2 Work Day**

The regular hours of work each day shall be consecutive except that they may be interrupted by a lunch break. The work days shall be eight (8) consecutive hours of work beginning at 7:30 A.M. and ending at 4:00 P.M. with one half ( $\frac{1}{2}$ ) hour for lunch from 12:00 to 12:30. These hours will only be changed at the discretion of the area foremen and/or County Engineer and during emergency situations that may arise at any time during the year.

#### **Section 3 Work Week**

The normal standard work week shall consist of five (5) consecutive work days not to exceed eight (8) hours each and not to exceed forty (40) hours per week. Also the normal work week shall begin at midnight on Friday and shall end at midnight on the following Friday.

#### **Section 4 Rest Period**

All employee's normal work day shall provide for a fifteen (15) minute rest period during each one-half shift. This rest period shall be scheduled at the middle of each one-half shift whenever this is feasible.

Employees who, for any reason, work beyond their regular quitting time, for a period of two (2) hours or longer, shall receive a fifteen (15) minute rest period. In addition, they shall be granted the regular coffee breaks that occur after the initial two (2) hour period.

#### **Section 5 Meal Periods**

All employees shall be granted a meal period during each work shift. Whenever possible, the meal period shall be scheduled at the middle of the shift.

## **Section 6 Overtime**

### **A. Definition**

1. Overtime - Time that an employee works in excess of forty (40) hours per work period.
2. Work Period - A regularly reoccurring period of one hundred sixty-eight (168) hours in the form of seven (7) consecutive twenty-four (24) hour periods.

### **B. Overtime Compensation**

Overtime shall be paid at a premium rate of time and one-half (1 ½ ) the Employee's regular hourly rate times the number of hours of work in excess of forty (40) working hours during the normal work week. All overtime work shall be determined and approved by the Area Foreman. The Area Foreman shall in turn notify the County Engineer or a member of the Board of Supervisors as soon as possible and no later than sixty (60) hours after the start of said overtime. Payment shall be made in either cash or compensatory time as follows:

1. The decision to be paid overtime in cash or compensatory time rests solely with the Employee. Any compensatory time off shall be computed at one and one-half (1-1/2) hours off for each hour of overtime worked.
2. Compensatory time cannot be carried over into a new fiscal year and any compensatory time due an employee at the end of the fiscal year shall be paid in cash.

### **C. Work Time**

All hours in pay status shall be considered time worked for the purposes of computing overtime eligibility. Holidays, Sick Leave Days and Vacation time shall be considered as time worked for the purposes of determining overtime.

### **D. Scheduling of Overtime**

The Employer will, as far as practicable, distribute overtime on an equal basis by seniority among those included employees in that classification assigned to the work unit who normally perform the work involved.

Overtime opportunities shall be accumulated and offered overtime not worked shall be considered time worked for purposes of overtime distribution.

Upon request, the Union may review overtime equalization records.

## **Section 7 Call Back Time**

Any time an Employee is called back to work beyond the regular shift and after having left

said working premises, by the County Engineer or a member of the Board of Supervisors, the Employee will receive a minimum of two (2) hours call time to be considered as time worked. Employees who are called back to work in excess of the two (2) hours will be paid for actual time worked. Employees who are called in shall only be required to stay as long as necessary to complete the task for which they were called in.

### **Section 8 Volunteer Fire Fighters**

Any employee who belongs to a Volunteer Fire Department shall be allowed to respond to Emergency calls during work hours. The time spent at these Emergency calls shall be considered as work time.

### **Section 9 Asphalt and concrete inspection**

Secondary road employees that are certified for asphalt or concrete inspection and are performing duties pertaining to inspection of asphalt or concrete for Humboldt County construction projects shall receive \$0.25 extra per hour while performing these duties for a Humboldt County construction project. These inspections shall include all roads that constitute a boundary line with other counties.

## **ARTICLE IX Wages and Fringe Benefits**

### **Section 1 Wages**

The rates of pay for regular road employees are set out in Appendix A and Appendix B, which are attached to this Agreement and made a part hereof.

### **Section 2 Pay Period**

Pay Periods shall consist of two (2) normal work weeks. Time sheets shall be turned in by Monday noon following said pay period with employees being paid on the following Thursday. In the event this day is a holiday, the preceding work day shall be the payday.

### **Section 3 Health Insurance**

The County's present health insurance benefits for regular road employees will remain in effect for the life of this Agreement. The County agrees to pay one hundred percent (100%) of premium of policy for Single Person Coverage, and one hundred percent (100%) of premium for Family Plan coverage. The county agrees to pay these premiums as long as the employee is in pay status for at least one day of the month for which the insurance premium is paid.

The Comprehensive Hospital and Medical Health Insurance plan provided herein shall be a comprehensive plan of insurance that will provide coverage for Hospital stays and Major Medical coverage. The coverage will be provided through both Wellmark Blue Cross/Blue

Shield and Employee Benefits System (EBS). Blue Cross/Blue Shield will provide for the first 80%/20% coinsurance and deductible. Employee Benefits System (EBS) will provide coverage after Wellmark Blue Cross/Blue Shield to make the final coinsurance and deductible amount for regular County employees 90%/10%.

An employee's actual out-of-pocket expense per calendar year shall be limited as follows:

**Deductible:** On a single plan, Wellmark Blue Cross/Blue Shield will provide a \$1,000 deductible on covered expenses, and Employee Benefits System (EBS) will reimburse the regular road employee back to a deductible of \$250.

On a family plan, Wellmark Blue Cross/Blue Shield will provide a \$2,000 deductible on covered expenses, and Employee Benefits System (EBS) will reimburse the regular road employee back to a deductible of \$500.

**Coinsurance:** On a single plan, Wellmark Blue Cross/Blue Shield will provide 20% of all remaining covered expenses and \$2,000 for out of pocket expenses, and Employee Benefits System (EBS) reimbursement to the regular road employee for a single plan will provide for a total of 10% of remaining covered expenses up to a maximum out of pocket expense of \$400. (\$650.00 maximum out of pocket expense combined with deductible and coinsurance.)

On a family plan, Wellmark Blue Cross/Blue Shield will provide 20% of all remaining covered expenses and \$4,000 for out of pocket expenses, and Employee Benefits System (EBS) reimbursement to the regular road employee for a family plan will provide for a total of 10% of remaining covered expenses up to a maximum out of pocket expense of \$800. (\$1,300.00 maximum out of pocket expense combined with deductible and coinsurance.)

**Lifetime Maximum:** \$2,000,000.00

**Emergency Accident Maximum:** Maximum of \$300.00 per accident.

**Drug Card: Deductible:** The following co-pays shall apply:

\$ 0.00 for generic drugs

\$15.00 for Brand name drugs on the Formulary

\$30.00 for Brand name drugs not on the Formulary

#### **Section 4 Workers' Compensation Benefits**

Workers' Compensation insurance has primary responsibility for workers' compensation injuries. The Employer shall ensure that medical expenses of injured workers are paid to the extent covered under group medical benefits as set forth in Article IX of this Agreement during the pendency of Industrial Commission appeal proceedings for workers' compensation benefits and the Employer, or its insurance carrier, if any, shall continue to possess all rights of subrogation as provided by law arising from the payment of such expenses.

Employees shall not be required to utilize sick leave or vacation time prior to applying for Worker's Compensation benefits. Upon request, employees may supplement Workers' Compensation benefits with accrued sick leave or vacation time; however, the total compensation received shall not exceed the employee's present salary.

## **Section 5            Life Insurance**

The County agrees to provide group life insurance benefits to all bargaining unit employees. The Comprehensive Health and Medical Insurance Plan for the County will provide a term life insurance plan with a benefit equal to a sum of ten thousand dollars (\$10,000) and an accidental death and dismemberment benefit equal to a sum of twenty thousand dollars (\$20,000) for each employee. The Provisions of the County's life insurance program shall be as provided by the health insurance carrier and not reduced from the level received in the previous contract.

## **Section 6    Health and Personal Accident Insurance and COBRA continuation**

Health and Personal Accident Insurances are made available for each eligible regular, full-time employee. Details of the insurance package are available in the Auditor's Office and will be distributed to each new employee at the time of employment. Notice of changes in the insurance package will be attached to employee paychecks. The Union shall be notified of any proposed changes in the Health Insurance Plan. No changes in the Health Insurance Plan will be made until the Union has agreed to those changes. The Union's rights to notice and consent prior to change shall be pursuant to Iowa Code Chapter 20.

If you resign or your employment is otherwise terminated, or if your work hours are reduced, and consequently you or your dependents are no longer eligible to participate in the group health insurance plans offered by the County, you and your eligible dependents may have the right to continue to participate for up to eighteen (18) months at your (or your dependents') expense. The eighteen (18) month continuation coverage period provided in the event of your termination or reduction in working hours may be extended to thirty-six (36) months for your spouse and dependent children, if, within that eighteen (18) month period, you die or become divorced or legally separated, or if a child ceases to have dependent status. In addition, if you enroll for Medicare during the eighteen (18) month period, your spouse and dependent children may be entitled to extend their continuation period to thirty-six (36) months, starting on the date that you become eligible for Medicare.

If you are determined to be disabled under the Social Security Act at the time of your termination or reduction in hours, you may be entitled to continuation coverage for up to twenty-nine (29) months.

Your eligible dependents may extend coverage, at their expense, for up to thirty-six (36) months in our group health insurance plans in the event of your death, divorce, legal separation, or enrollment for Medicare benefits, or when a child ceases to be eligible for coverage as a dependent upon the terms of the plan.

If you or your eligible dependents elect to continue in the group health insurance plan, you will be charged the applicable premium. Failure to make timely payments may result in termination of coverage.

If the election for continuation coverage is made, you and your dependents have the right to convert this coverage to an individual policy with Humboldt County's insurance carriers at the end of the continuation period. Your Supervisor/Department Head will contact you concerning these options at the time termination occurs or your work hours are reduced. Your Supervisor/Department Head will contact your qualified beneficiaries in the event of your death or enrollment for Medicare benefits.

However, in the event that you become divorced or legally separated, or one of your dependents ceases to be eligible for coverage under our group health insurance plan, you and/or your dependent is responsible for contacting your Supervisor/Department Head to discuss continuation/conversion rights. You and your qualified beneficiaries are also responsible for notifying your Supervisor/Department Head within sixty (60) days of qualifying for Social Security Disability Benefits.

Employees who retire from County employment before age 65 are eligible to continue in the County's group health insurance plan up to age 65. Coverage must be continuous and the retired employee must pay the full costs of the premium.

## **Section 7 Sick Leave**

### **A. Accrual**

Every employee covered by this contract and holding a regular full time position with the County shall accrue one and one-half (1 ½) working days sick leave credited to his/her account for each full calendar month of service. Sick leave shall not accrue during any absence without pay for more than thirty (30) days.

During the probationary period a regular full time employee will accrue sick leave from the first of the month in which the employee commenced continuous service. Sick leave credits shall be prorated for any partial month service. However, the employee will not be able to use this accrued sick leave until he/she has completed this probationary period.

### **B. Utilization of Sick Leave**

- 1) Sick leave may be applied to absence caused by illness (both physical and mental), bodily injuries, medically related disabilities resulting from pregnancy and childbirth, or exposure to contagious disease: (a) which require the employee's confinement; or (b) which render the employee unable to perform assigned duties; or (c) where performance of assigned duties would jeopardize the employee's health or recovery. An employee may use sick leave except for reasons stated in Article IX, Section 7, paragraph B, #6.

The employee shall notify their Area Foreman one-half (½) hour before the start of

the work day on the first day that sick leave is taken. The County may require a medical certificate or other appropriate verification for absences covered by this Section. It is not the Employer's intent nor will the above language be construed in such a way as to constitute harassment of employees. This language is intended as a vehicle by which the Employer may scrutinize habitual sick leave usage or in those cases where sick leave abuse is suspected. Employees will be permitted to use compensatory time off and/or vacation leave in lieu of sick leave when they so request. When a holiday falls while an employee is on paid sick leave, the employee's sick leave account shall not be charged for the holiday period.

2. Where death occurs in the immediate family of the employee, accrued sick leave shall or may be used, at the employee's discretion, not to exceed twenty-four (24) hours for each such occurrence. Immediate family is defined to mean persons related by blood or marriage or legal adoption as follows:

Husband, Wife, Son and Son in-law, Daughter and Daughter-in-law, Stepchild, Father and Father-in-law, Mother and Mother-in-law, Stepparents, Foster Parents, Grandfather and Grandfather-in-law, Grandmother and Grandmother-in-law, Grandchildren, Foster Children, Brothers and Brother-in-law (and Spouses), Stepbrothers, Foster Brothers, Sister and Sister-in-law (and Spouses), Stepsister, Foster Sister, or other persons who are members of the employee's household.

3. When an employee is a pallbearer or funeral attendant in a funeral service for someone who is not a member of the employee's immediate family (as defined in paragraph 2 above), accrued sick leave shall be used not to exceed one (1) working day for each such occurrence.
4. Sick leave shall be allowed to (at the employee's discretion) be used for medical, dental or ocular appointments which cannot be scheduled at times other than during working hours.

An appointment at accredited medical clinics or the hospitalization of a member of the immediate family are valid reasons for sick leave use under the following conditions:

- a) One (1) day's absence will be authorized for the employee at the hospital on the day of the operation, and one (1) day will be granted to bring the patient home;
  - b) Five (5) days will be granted for the birth or adoption of the employee's child. The employee will be allowed to use these five (5) days in any manner the employee sees as appropriate, either before, during or after the birth of his child;
  - c) In the event of an illness, which requires hospitalization, one (1) day will be granted for each day of hospitalization;
  - d) One (1) day will be granted for each day in the hospital for serious illness, serious injury, and serious operations. An Additional Two (2) days will be granted for the recovery period from any hospital stay for serious illness, serious injury and serious operations.
  - e) One (1) day's absence shall be authorized for the attendance at an accredited medical clinic for each member of the employee's household, with a maximum of four (4) days per calendar year.
5. Employees shall be allowed to (at the employee's discretion) use accrued sick leave for care and necessary attention of ill or injured members of the immediate family (as defined in paragraph 2 above). Use of sick leave for purposes of this Section is limited to 40 hours (5 working days per year).
6. No County employee shall be entitled to sick leave while absent from duty due to the following causes:
- a) Disability arising from any sickness or injury purposely inflicted or caused by willful misconduct.
  - b) Sickness or disability sustained while absent without authorization or absent without pay (not to include normal off work time).
  - c) Inability to properly perform required duties because of intemperance or intoxication.
  - d) Physical incapacity when the injury or illness is directly traceable to employment other than with Humboldt County.

#### C. Sick Leave Accounts

An eligible employee shall earn sick leave as stated in Paragraph A above and sick leave credit will accrue until a total accumulation of one hundred twenty (120) days has been reached. The employee's sick leave account will be recorded in hours. In any instance involving use of a fraction of a day's sick leave, the minimum charge to the employee's sick



leave account shall be one (1) hour.

D. Cancellation of Sick Leave

Termination of an employee's continuous service shall cancel all sick leave accrued to the time of such termination. However, when an employee is laid off, any unused accumulated sick leave shall be restored, provided the employee is re-employed by the County within two (2) years.

E. Payment of Sick Leave Upon Termination

No payment shall be made to any employee for unused sick leave accumulated to their account at the time of termination of employment with the following exceptions-Humboldt County will reimburse those employees who have at least five (5) years service and retire as a result of age (62 or older) or who terminate by death, twenty percent (20%) of their unused sick leave to a maximum of twenty-four (24) days. All payments shall be made in cash, based on the employee's present base rate, at the time of termination.

F. Conversion of Sick Leave

Employees who have accumulated one hundred twenty (120) days of sick leave may trade-in five (5) days of sick leave for one (1) personal, but not more than fifteen (15) days per year may be converted.

**Section 8 Vacations**

A. Subject to and in accordance with the provisions of this Article, paid vacations will be granted to regular road employees pursuant to the following schedule:

Regular employees shall be entitled to vacation as follows:

- 1) one week (five (5) working days) paid vacation after the first year of continuous employment;
- 2) two weeks (ten (10) working days) after the second year of continuous employment and each year thereafter until the employee has completed eight (8) years of continuous employment;
- 3) three weeks (fifteen (15) working days) for each year of continuous employment thereafter until the employee has completed eighteen (18) years of continuous service;
- 4) four weeks (twenty (20) working days) after the eighteenth (18) year of continuous employment and each year thereafter.

Paid Vacation earned during any year will be credited to the employee's account on his/her anniversary date.

B. Choice of Vacation Period.

Each employee will be required to submit a written request (supplied by the County) at least twenty (20) calendar days prior to the first vacation day requested. This request will then have to be approved by the Area Foreman and County Engineer. Vacation requests will be answered within five (5) working days from the date of receipt. The Employer and the Union shall discuss at labor-management meetings disputes over the number of employees that may be on vacation at any given time. Once vacation periods have been scheduled, the Employer shall make no changes in employee vacation schedules.

If an employee is under the care of an attending physician while on his/her paid vacation, that portion of the paid vacation may be rescheduled upon satisfactory proof of said care being provided to the Employer.

C. Vacation Pay.

Vacation pay shall be computed at the employee's present rate per hour at the time the vacation is taken. Vacation pay will be received at the same time as the normal payroll is processed.

D. Holiday During Vacation Period.

If a holiday occurs while an employee is on vacation the employee will be eligible for holiday pay and the observed holiday shall not be charged against the employee's vacation account.

E. Work During Vacation Period.

If an employee is requested, this request can only be made from the County Engineer or his/her designee, to work and does work during their vacation period, the employee shall be paid for regular hours worked at the rate of one and one half (1 ½) times their regular hourly rate of pay. If the employee works any overtime their rate of pay shall be two and one half (2 ½) times their regular hourly rate of pay. Also the employee shall be able to reschedule the remainder of their vacation period at a later date that they request, as long as it doesn't interfere with another employee's vacation period.

F. Vacation Rights in Case of Layoff or Separation.

If an employee should for any reason terminate employment with the County within the first year of employment, he/she shall be entitled to any partial vacation credit. If an employee should for any reason terminate employment after one (1) year of continuous work, the employee shall be paid for unused credited vacation and any vacation the employee has earned since his/her last anniversary date but which has not been credited to his/her account. This vacation figures on a pro-rated basis and will be paid at the rate the employee was getting at the time of separation.

G. Vacation Carry Over

Vacation earned during any year will be credited to the employee's account on their anniversary date. Employees who are accruing either one (1) or two (2) weeks of vacation will be allowed to carry over into the next anniversary year five (5) days of unused vacation accrual earned in the last anniversary year. Employees who are earning three (3) or more weeks of vacation will not be allowed to carry over any unused vacation accrual earned in the last anniversary year.

## **Section 9   Holidays**

### **A.      Holidays Recognized and Observed.**

The following days shall be recognized and observed as paid holidays:

- 1)      New Year's Day
- 2)      Good Friday
- 3)      Memorial Day
- 4)      Independence Day
- 5)      Labor Day
- 6)      Veterans Day
- 7)      Thanksgiving Day
- 8)      The day after Thanksgiving
- 9)      Christmas Day
- 10)    One and one half days (12 hours) Personal Holiday Time (See paragraph G.)

Whenever any of the holidays listed above falls on Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above falls on a Sunday, the following Monday shall be observed as the holiday.

### **B.      Eligibility Requirements.**

Employees shall be eligible for pay for any holiday providing the regular work day preceding and following said holiday have been worked by the employee, or unless employee is then on "authorized" vacation, "authorized" compensatory time or "authorized" sick leave.

### **C.      Holiday Pay.**

Eligible employees, who perform no work on a holiday, shall be paid eight (8) times their current hourly rate of pay unless their regular work day is more or less than eight (8) hours.

Eligible employees, whose work day differs from the standard eight (8) hour day, shall be paid their current hourly rate of pay times the number of hours in their regular work day.

### **D.      Holiday Premium Pay**

When an employee is required by the Employer to work a holiday listed above, the

Employer agrees to provide holiday premium pay at the rate of time and one-half (1 ½) the employee's regular rate in addition to their normal holiday pay for all hours worked between the hours of 12:00 a.m. and 11:59 p.m.. At the discretion of the employee, such premium compensation shall be either in cash or compensatory time.

In the event compensatory time off is granted, it shall be scheduled at the request of the employee with the approval of the Employer.

E. If the employee schedules a holiday off, the employee will receive eight (8) hours compensation. The employer shall not reschedule to avoid holiday pay.

F. Notwithstanding the above, the Employer and individual employees may mutually agree to allow the employee to request cash payment after an election has previously been made to utilize compensatory time.

G. **Personal Holiday Time Use**

Personal holidays will be scheduled by mutual agreement between the employee and the employee's Area Foreman and County Engineer. Personal Holidays can be used any time during the months of April through November, Personal Holidays can not be used during the months of December through March. Personal holidays shall not be carried over from contract year to contract year. Upon retirement, termination or discharge, an unused Personal Holiday will be paid in cash to the Employee. An employee hired in the second one-half (½) of the contract year will have the next contract year to use the personal holidays earned in the previous contract year. No employee will be permitted to work on his/her personal holidays.

**Section 10 Longevity**

The employer agrees to pay a longevity payment, which is to be added to the base pay figure of all employees. This payment shall be equal to the number of years service times one (1) cent. This payment is added to the employees base pay on the employees anniversary date and becomes the employee new base rate for the next year.

**Article X**  
**Leaves Of Absence**

**Section 1 Eligibility**

Employees shall have the right to request a leave of absence in accordance with the provisions of this Article after the successful completion of their probationary period. Maternity leaves of absence shall be exempt from the waiting provisions of this Section.

**Section 2 Request Procedure**

Any request for a leave of absence shall be submitted in writing by the employee to the

employee's immediate supervisor at least thirty (30) calendar days in advance whenever possible. The request shall state the reason for and the length of the leave of absence being requested.

The immediate supervisor shall furnish a written response as follows:

- A. Requests for leave of absence not exceeding one (1) month shall be granted or denied within five (5) working days. The Employer will provide the reason for denial in writing.
- B. Requests for leave of absence exceeding one (1) month shall be granted or denied within fifteen (15) working days. The Employer will provide the reason for denial in writing.

### **Section 3 Leaves of Absence Without Pay**

Except as otherwise provided by this Article, employees may be granted leaves without pay at the sole discretion of the County for any reason for a period up to but not exceeding one (1) year.

#### **A. Maternity Leave**

Employees shall be granted a maternity leave of absence without pay as follows:

1. The employee shall, whenever possible, submit written notification to her immediate supervisor at least four (4) weeks prior to her anticipated departure stating the probable duration of the leave. Such leaves shall be granted for a period of time up to but not to exceed three (3) months. An additional three (3) months of maternity leave without pay shall be granted. Upon request of the employee, accompanied by a doctor's statement, maternity leaves without pay may be extended for increments of thirty (30) days, not to exceed six (6) months. In no case shall the total period of leave exceed twelve (12) months.
2. In no case shall the employee be required to leave prior to childbirth unless she is no longer able to satisfactorily perform the duties of her position.
3. Except as provided under Article IX, Section 7 of this Agreement (Sick Leave), all periods of leave related to maternity shall be leaves of absence without pay.

B. Military Leave

Whenever an employee enters into the active military service of the United States, the employee shall be granted a military leave as provided under Section 29A.28 of the Iowa Code and the applicable federal statutes.

C. Medical Leave of Absence

Employees with at least one (1) year of seniority who have exhausted their sick leave benefits shall be granted an unpaid leave of absence not to exceed ninety (90) calendar days, provided the illness or injury exceeds ten (10) days and appropriate medical verification is submitted. Upon request of the employee, extensions shall be granted for up to ninety (90) day increments not to exceed a total of one (1) year. Such leaves shall not be withheld. Extension of such leaves shall not impair an employee's right to long term disability. Prior to an Employee exhausting their sick leave the Employer shall advise the Employee of their right to a medical leave of absence without pay.

D. The Employer agrees to provide for the following rights upon their return from any of the above approved leaves:

1. The employee shall have the right to be returned to their position or one of like nature.
2. If the employee's position or one of like nature is not available, the layoff procedure set forth in Article VI of this Agreement shall be utilized; however, in the case of military leave, the employee will be given another position of similar pay and class for which the employee is qualified.

E. Except as otherwise provided in other provisions of this agreement, all fringe benefits shall continue during any unpaid leave of absence which does not exceed thirty (30) days.

**Section 4 Paid Leaves of Absence**

A. Voting Leave

Any person entitled to vote in a general election is entitled to time off from work with pay on any general election day for a period not to exceed two (2) hours in length. Application for time off for voting should be made to the employee's supervisor prior to election day. The time to be taken off may be designated by the supervisor. Time off for voting may be granted only if the employee's working hours do not allow a two (2) hour period outside of working hours during polling hours.

B. Jury Duty

An employee on jury duty will be continued on the payroll and be paid his/her straight time hourly rate for his/her normally scheduled hours of work. Upon return from jury duty, the

employee shall present evidence of the amount received for such jury duty and remit that amount to the Employer, less any travel or personal expenses paid for the jury service. Time spent in court and reasonable travel time shall be deducted from an employee's scheduled work hours for the day in question and shall be considered time worked.

The employee summoned as a juror shall notify his/her Employer immediately by memorandum attaching a copy of the summons. The employee shall be responsible for all subsequent notifications when obligated to report for jury duty.

An employee who reports for jury duty and is dismissed, shall promptly report to work for the remainder of the employee's working day, provided there are at least two (2) hours remaining in the scheduled work day.

#### **C. Court Appearance**

When, in obedience to a subpoena or direction by proper authority, an employee appears as a witness for the Federal Government, the State of Iowa or a political subdivision thereof, or in a private litigation, the time spent shall be considered as a leave of absence with pay provided the employee is not a party to the proceedings. The employee shall remit witness fees to the Employer.

#### **D. Military Reservists**

A leave of absence will be granted for military reservists for required annual military active duty training. The County will pay the employee the difference from what his/her normal wages with the County would have been during this period and the amount he/she receives from the military for this training period.

### **ARTICLE XI** **Miscellaneous**

#### **Section 1 Work Rules**

The Employer agrees to establish reasonable work rules. The Union reserves the right to grieve the application or reasonableness of any work rule so established. These work rules shall not conflict with any of the provisions of this Agreement. Newly established work rules or amendments to existing work rules shall be reduced to writing and furnished to the Union at least fourteen (14) calendar days prior to the effective date of the rule. For purposes of this Article, work rules are defined as and limited to: "Rules promulgated by the Employer within its discretion which regulate the personal conduct of employees."

#### **Section 2 Labor/Management Meetings**

The employer agrees to establish quarterly labor/management meetings when requested

by the local. The Employer and Union will attempt to have labor/management meetings whenever possible. When there is a labor/management meeting, there will be a minimum of one Union representative from each shop. The purpose of the committee shall be to afford both labor and management a forum, in which to communicate on items that may be of interest to both parties. The committees are established as a communication vehicle only and shall not have authority to bind either the Union or management with respect to any of the items discussed. Union representatives will be in pay status for all time spent in labor/management meetings which are held during their regularly scheduled hours of employment. The Employer is responsible for any travel expense or other expenses incurred by employees for the purpose of complying with the provisions of this Article.

### **Section 3 Access to Personnel Files**

Employees shall have the right to inspect their personnel files. The employee may respond to any item in the personnel file in writing. Such response by the employee shall become part of the permanent record.

Access to personnel files shall be limited to authorized management personnel, the employee and a Union representative if so designated in writing by the employee.

Upon previous notification and at the employee's expense, the Employer shall make copies of such files for the employee.

However, in the event of disciplinary action involving a suspension or discharge, the Employer upon request, will furnish at no cost a copy of any material contained in the affected employee's personnel file.

### **Section 4 Performance Evaluation**

All Bargaining unit employees are entitled to a fair and impartial performance evaluation.

## **ARTICLE XII** **Health and Safety**

### **Section 1 Tools and Equipment**

The Employer agrees to furnish and maintain in safe working condition all tools and equipment required to carry out the duties of each position. Employees are responsible for reporting any unsafe condition or practice and for properly using and caring for the tools and equipment furnished by the Employer. Employees shall not use such tools and equipment for personal use.

### **Section 2 Buildings**

The Employer shall provide and maintain all county-owned and county employee occupied buildings, grounds, and equipment in accordance with directions of the applicable federal



and state agencies.

### **Section 3 Protective Clothing**

The Employer shall furnish protective clothing and equipment in accordance with the applicable federal and state regulations.

### **Section 4 Safety Shoes**

Where the Employer requires employees to wear safety shoes, the Employer will furnish such shoes. These employees may, at the employee's discretion, be provided with a sum of money equal to the Employer's cost of the shoes toward the cost of buying safety boots.

### **Section 5 Substance Abuse**

Any employee whose job performance is adversely affected by a substance abuse problem will be advised to seek counseling, and if necessary, will be referred to a private physician, rehabilitation facility or other resource for professional assistance. The employee will be given a choice to get help or improve his job performance before any disciplinary measures are taken.

### **Section 6 Training**

The Employer agrees to make a good faith effort, contingent upon the availability of adequate funding, to provide employees with such training as is necessary to carry out the duties of their assigned position as determined by the Employer.

Training shall be offered by seniority to those employees who have not had the course in compliance with operational efficiency.

### **Section 7 Employer-Owned Vehicles**

All Employer-owned vehicles which are used by bargaining unit employees shall be equipped with flares, first aid kits, and fire extinguishers. The County will endeavor in good faith to comply with Iowa Code section 321.381.

### **Section 8 Safety Matters and Mutual Cooperation**

The County agrees to continue making reasonable provisions for the health and safety of its employees during the hours of employment. The Union and employees will extend their complete cooperation to the County in maintaining County policies, rules and regulations as to health and safety. The employer agrees to have the County Safety Director work directly with all employees to insure the enactment and continuation of a program toward mandated compliances with the Iowa Occupational Safety and Health Administration and the United States Occupational Safety and Health Administration, U.S. Department of Labor. The Drug Policy as adopted on 10-1-1992 will apply to employees covered by this Contract.

## **Section 9    Physical**

All new employees, upon initial employment, shall, upon request by the County, provide satisfactory medical evidence of physical fitness to perform assigned duties and freedom from communicable disease. Such evidence shall include a statement from a doctor of medicine of the employees choice.

## **Section 10    Hard Hats and Safety Glasses**

The County will continue the present policy of providing safety glasses and hard hats. The present policy on safety glasses requires the employee to have safety glasses while employed by the County. Said employee will observe all rules and requirements on the wearing of safety glasses. The County will pay one hundred percent (100%) of the initial cost of the examination and one hundred percent (100%) of the cost of one (1) pair of safety glasses including any corrective lenses needed by the employee for said safety glasses. All repair and replacement costs subsequent to the initial cost shall be borne by the employee. The County agrees to pay the cost for one (1) eye examination and for the replacement of one (1) pair of safety glasses including any corrective lenses needed by the employee for said safety glasses once every two (2) years. The County also will pay fifty percent (50%) of the cost of repair or replacement of safety glasses when damaged on the job and fifty (50%) of any eye examination needed for the repair and replacement of safety glasses.

## **Section 11    Commercial Drivers Licenses**

The County shall pay the cost of one training session per employee toward obtaining the Commercial Drivers License. The employees shall pay for the cost of the Commercial Drivers License.

## **ARTICLE XIII** **NO STRIKE OR LOCKOUT**

The Union recognizes its statutory obligations and responsibility to avoid and avert a strike. Therefore, for the duration of this Agreement, the Union agrees that neither it, its officers, agents, representatives or members, individually or collectively, directly or indirectly, will cause, authorize, induce, encourage, instigate, ratify, condone or participate in a strike against the Employer.

The Union recognizes that in the event of a work stoppage, the Union has an obligation and a duty to urge any and all employees who may be involved in such activity to return to work immediately and to refrain from such work stoppage. The Union will make public statements in the mass media urging employees to immediately return to work.

The Employer has the right to take any other action pursuant to Chapter 20.12 of the Iowa Code (1985).

The County agrees that, during the term of this Agreement, it will not engage in any lockout of its employees.

## **ARTICLE XIV**

### **General Provisions**

#### **Section 1**

This Agreement represents the entire agreement of the parties and shall supersede all previous agreements, written or verbal. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement and any extension, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subjects or matters referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

#### **Section 2    Retention of Benefits**

The Employer agrees that prior to making any change in a written County policy, which is a mandatory subject of bargaining and not otherwise covered by this Agreement, to meet and confer with the Union in an attempt to reach an agreement.

In the event the parties are unable to reach an agreement, the matter will be submitted to arbitration pursuant to Article IV of this Agreement. The sole issue to be considered by the arbitrator is whether the proposed change represents a deterioration of an existing benefit. If the arbitrator determines that the proposed change does represent a deterioration of an existing benefit, the Employer shall not make the change.

In the event the parties are unable to agree as to whether a policy is a mandatory subject of bargaining, the question will be submitted to the Public Employment Relations Board.

#### **Section 3    Savings Clause**

In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by operation of law or by any tribunal of competent jurisdiction, such decision shall apply only to the specific Article, section or portion thereof specifically specified in the decision; and upon issuance of such a decision, the Employer and the Union agree to immediately negotiate a substitute for the invalidated Article, section or portion thereof.

In the event the parties fail to agree on provisions for substitute in fifteen (15) days following the start of negotiations, the parties shall request a list of five (5) arbitrators from the Iowa Public Employment Relations Board. The first strike shall be decided by a coin toss and the parties shall alternately strike until there is one name remaining who shall become the arbitrator. Either party may request a second list of arbitrators from the Public Employment Relations Board if they so desire. The arbitrator shall decide between the management's and Union's final offer as to which is the most appropriate substitute.

The decision of the arbitrator shall be final and binding on both parties.

#### **ARTICLE XV** **TERMINATION OF AGREEMENT**

The terms and conditions of this Agreement shall continue in full force and effect commencing on July 1, 2006, and terminating on June 30, 2008, unless the parties mutually agree in writing to extend any or all of the terms of this Agreement. Upon termination of the Agreement, all obligations under the Agreement are automatically canceled.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, this the 16th of March, 2006.

HUMBOLDT COUNTY, IOWA

AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES,  
LOCAL 1796

BY: Harlan G. Hansen DATE: 6/26/06  
Harlan G. Hansen, Chairman  
Humboldt County Board of  
Supervisors

BY: Danny J. Homan DATE: 6/19/2006  
Danny J. Homan  
AFSCME/Iowa Council 61  
Representative

BY: James R. Hawley DATE: 6/26/06  
Member, Board of  
Supervisors

BY: Harry J. Howard DATE: 6-20-06  
President  
AFSCME Local 1796

BY: Scott Christensen DATE: 6/26/06  
Member, Board of  
Supervisors

BY: Michael W. Mayall DATE: 6-22-06  
Member AFSCME Local 1796  
Negotiating Team

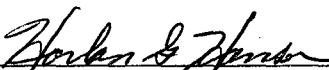
**APPENDIX "A"**  
**WAGE RATES - SECONDARY ROAD EMPLOYEES**


TO BE EFFECTIVE JULY 1, 2006

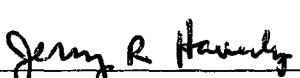
CLASSIFICATION	HOURLY RATE	ANNUAL RATE	OVERTIME
Apprentice (Probation Period- Six (6) Months)	\$15.44	\$32,123.52	\$23.16
Maintenance	\$16.12	\$33,529.60	\$24.18
Area Foreman	\$17.01	\$35,389.95	\$25.52


FOR THE EMPLOYER  
HUMBOLDT COUNTY, IOWA

FOR THE UNION  
AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES,  
LOCAL 1796

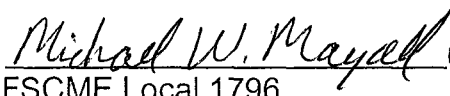
BY:  DATE: 6/26/06  
Harlan G. Hansen, Chairman  
Humboldt County Board of  
Supervisors

BY:  DATE: 6/19/06  
Danny J. Homan  
AFSCME/Iowa Council 61  
Representative

BY:  DATE: 6/26/06  
Member, Board of  
Supervisors

BY:  DATE: 6-20-06  
President  
AFSCME Local 1796

BY:  DATE: 6/26/06  
Member, Board of  
Supervisors

BY:  DATE: 6-20-06  
AFSCME Local 1796  
Negotiating Team Member

**APPENDIX "B"**  
**WAGE RATES - SECONDARY ROAD EMPLOYEES**

TO BE EFFECTIVE JULY 1, 2007

CLASSIFICATION	HOURLY RATE	ANNUAL RATE	OVERTIME
Apprentice (Probation Period- Six (6) Months)	\$16.06	\$33408.46	\$24.09
Maintenance	\$16.76	\$34870.78	\$25.14
Area Foreman	\$17.69	\$36805.55	\$26.54

FOR THE EMPLOYER  
HUMBOLDT COUNTY, IOWA

BY: Harlan G. Hansen DATE: 6/26/06

Harlan G. Hansen, Chairman  
Humboldt County Board of  
Supervisors

FOR THE UNION  
AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES,  
LOCAL 1796

BY: Danny J. Homan DATE: 6/19/06

Danny J. Homan  
AFSCME/Iowa Council 61  
Representative

BY: Gerry R. Hamelby DATE: 6/26/06

Member, Board of  
Supervisors

BY: Larry J. Homan DATE: 6-20-06

President  
AFSCME Local 1796

BY: Bob L. Christianson DATE: 6/26/06

Member, Board of  
Supervisors

BY: Michael W. Mayall DATE: 6-20-06

AFSCME Local 1796  
Negotiating Team Member